

## CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement ("Agreement") is made and entered into as of April 30, 2008 by and between Barnes & Thornburg LLP ("Consultant") and Cook County.

WHEREAS, Cook County, specifically the Office of the President, desires to engage Consultant to perform certain services to Cook County as outlined herein; and

WHEREAS, Consultant agrees to perform such services outlined herein and

NOW, THEREFORE BE IT AGREED, that, the following services shall be agreed to and accepted by both the Consultant and Cook County, Office of the President (collectively referred to as "Parties").

1. Scope of Services – Consultant shall provide unique consulting and lobbying services and strategic counsel to Cook County before the United States Congress, its Members and committees and federal agencies and departments.
2. Project Team – Consultant shall provide specialized services to provide the scope of services required in the above paragraph. The quality, experience and availability of personnel employed by Consultant is of the essence.
3. Independent Contractor Status; Non Exclusivity - The Consultant and its employees, agents and subcontractors are, for all purposes arising out of the Agreement, independent contractors and not employees of Cook County nor the Office of the President. It is expressly understood and agreed that neither the Consultant nor its employees, agents or subcontractors shall be entitled to any benefit to which County employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship or principal and agent or of partnership or of joint venturer or any relationship between the parties hereto other than that of independent contractors. Nothing herein shall be construed to confer upon any third parties the status of third party beneficiary. The County shall utilize the Services of Consultant on a non-exclusive basis.

4. Confidentiality and Ownership of Documents - All Work Product of Consultant that results from the performance of this Agreement will be considered "works made for hire" for the purposes of Section 101 of the Copyright Act (17 U.S.C. § 101) and will be owned by the Office of the President.

Consultant acknowledges and agrees that information regarding this Agreement is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant in any way, whether during the term of this Agreement or any time thereafter, except solely as required in the course of Consultant's performance of services

hereunder. Consultant shall comply with the applicable privacy laws and regulations affecting the County and will not provide or disclose any of the County's records, materials, or other data to any third party other than to affiliates and subcontractors performing Services under this Agreement, and in such cases for the sole purpose of performing such Services and subject to the conditions hereof.

5. Termination for Convenience – Cook County, specifically the Office of the President, may terminate this Agreement, or any portion, at any time by notice in writing from the County to the Consultant. If the Agreement is terminated by the Office of the President, the Consultant shall deliver to the County all finished or unfinished Documents prepared by the Consultant under this Agreement and these shall be and become the property of the Office of the President. Payment for the work performed before the effective date of such termination shall be based upon an estimate of the services/materials actually performed/supplied by the Consultant to the date of termination. Such payment made to the Consultant shall be in full settlement for services rendered under this Agreement.


6. Governing Law - This Agreement shall be governed by and construed under the laws of the State of Illinois without regard to its conflict of laws provisions. The Contractor irrevocably agrees that, subject to the County's sole and absolute election, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Agreement, shall be litigated only in courts within the City of Chicago, County of Cook, State of Illinois, and the Consultant consents and submits to the jurisdiction thereof.

7. Compensation/Method of Payment – For services rendered under this Agreement, Cook County shall pay to Consultant an amount up to \$24,999.00 (Twenty-four thousand nine hundred ninety-nine dollars). Invoices may be submitted on a monthly basis or in one invoice as authorized by the Office of the President. All invoices submitted by Consultant shall contain a detailed description of the work provided by Consultant. All invoices shall be submitted together with a properly completed County Voucher form (29A).

8. Period of Performance/Term – Consultant's services in connection with this Agreement commenced on January 1, 2008 and terminate on or before March 31, 2008. This Agreement shall govern all services provided by the Consultant and any additional services related thereto as agreed by the Parties.

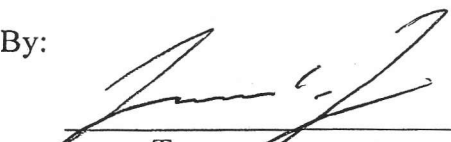
Date: 4/30/08

Accepted By:

  
\_\_\_\_\_  
Consultant

Date: 5-20-08

Accepted By:

  
\_\_\_\_\_  
Lance Tyson  
Chief of Staff

## CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement ("Agreement") is made and entered into as of May 1, 2008 by and between Barnes & Thornburg LLP ("Consultant") and Cook County.

WHEREAS, Cook County, specifically the Office of the President, desires to engage Consultant to perform certain services to Cook County as outlined herein; and

WHEREAS, Consultant agrees to perform such services outlined herein and

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Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship or principal and agent or of partnership or of joint venturer or any relationship between the parties hereto other than that of independent contractors. Nothing herein shall be construed to confer upon any third parties the status of third party beneficiary. The County shall utilize the Services of Consultant on a non-exclusive basis.

4. Confidentiality and Ownership of Documents - All Work Product of Consultant that results from the performance of this Agreement will be considered "works made for hire" for the purposes of Section 101 of the Copyright Act (17 U.S.C. § 101) and will be owned by the Office of the President.

Consultant acknowledges and agrees that information regarding this Agreement is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant in any way, whether during the term of this Agreement or any time thereafter, except solely as required in the course of Consultant's performance of services hereunder. Consultant shall comply with the applicable privacy laws and regulations

affecting the County and will not provide or disclose any of the County's records, materials, or other data to any third party other than to affiliates and subcontractors performing Services under this Agreement, and in such cases for the sole purpose of performing such Services and subject to the conditions hereof.

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7. Compensation/Method of Payment – For services rendered under this Agreement, Cook County shall pay to Consultant an amount up to \$75000.00 (Seventy-five thousand dollars). Invoices may be submitted on a monthly basis. All invoices submitted by Consultant shall contain a detailed description of the work provided by Consultant. All invoices shall be submitted together with a properly completed County Voucher form (29A).

8. Period of Performance/Term – Consultant's services in connection with this Agreement commenced on April 15, 2008 and terminate on or before December 31, 2008. This Agreement shall govern all services provided by the Consultant and any additional services related thereto as agreed by the Parties.

Date: 5/1/08

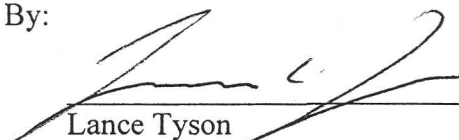
Accepted By:



Consultant

Date: 5-20-08

Accepted By:



Lance Tyson  
Chief of Staff

## Purchase Requisition

Office of the Purchasing Agent

Cook County of Illinois

Requisition # OR 80149 Contract #

Ship To: 8000000 President - Office of  
Cook County Building  
118 N. Clark Street RM 537  
Chicago IL 60602-1304

Delivery Instructions:  
J.M. Fratto Chief of Staff6400  
Copy N. Hart 6842

Supplier: 785415  
Barnes & Thornburg LLP  
One N Wacker Dr Ste 4400  
Chicago IL 60606-2833

Open Date

One Time Purchase Yes No Covers Need for months. Specific Period of time thru

Prior Contract No.

Expiration Date

Emergency No.

Line # Commodity Description

Bal. on Hand

Quantity UOM

Est. Unit Cost

Extended Cost

Business Unit and Object Account

1.000 918

Consulting Services

Consulting Services

Consultant's Services in connection with this

Agreement commenced on April 15, 2008

and terminate on or before December 31, 2008

&lt;

&gt;

LO

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75,000.00

8991430.520835

Total of Items Ordered

75,000.00

## CERTIFICATION

I hereby certify that the items and/or services above are necessary to this department (or institution) and that the dept. no., account & activity numbers indicated above accurately reflect the specific line item budget appropriation approved by the Board of County Commissioners and there is a sufficient unencumbered balance in the account to grant same.

REQUISITIONER

BUREAU or DEPARTMENT HEAD

CCA

APPROVED BUDGETARY ACCOUNT

PURCHASING USE ONLY

ACCT #

DATE

BY

Purchase Order Number

Buyer Number 724150 Supervisor 40

Bid/Sole Src Code

Business Unit 8991930

Internal Req Number 88991003

Board Apr Date &amp; Item

Requisition Date 6/25/2008

Date Needed 6/25/2008

9/11/08

9/11/08

9/11/08

# Purchase Requisition

Office of the Purchasing Agent

Cook County of Illinois

Requisition # OR 80147 Contract #

Ship To: 8000000 President - Office of Cook County Building 118 N. Clark Street RM 537 Chicago IL 60602-1304

Delivery Instructions: J.M. Fratto Chief of Staff 6400 Copy N. Hart 6842

Supplier: 785415 Barnes & Thornburg LLP One N Wacker Dr Ste 4400 Chicago IL 60606-2833

Open Date

One Time Purchase Yes No Covers Need for months. Specific Period of time thru

Prior Contract No.

Expiration Date

Emergency No. Business Unit and Object Account

Line # Commodity Description

Bal. on Hand

Quantity UOM

Est. Unit Cost

Extended Cost

1.000 918

Consulting Services

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LO

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24,999.00

8991930.520835

Consulting Services

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LO

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24,999.00

8991930.520835

Consulting Services in connection with this

Agreement commenced on January 1, 2008

and terminate on or before March 31, 2008

FOR PAYMENT ONLY

INV. # 1130054 - DATED - 1-17-08

INV. # 1136759 - DATED - 2-18-08

INV. # 1144078 - DATED - 3-18-08

SERVICES RENOVATED

Do not Duplicate

Total of Items Ordered 24,999.00

## CERTIFICATION

I hereby certify that the items and/or services above are necessary to this department (or institution) and that the dept. no., account & activity numbers indicated above accurately reflect the specific line item budget appropriation approved by the Board of County Commissioners and there is a sufficient unencumbered balance in the account to grant same.

REQUISITIONER

DEPARTMENT HEAD

APPROVED BUDGETARY ACCOUNT

CCA

PURCHASING USE ONLY

08 JUL 5 AM 9:43

08 JUN 30 AM 10:48

Handwritten signature and date 8/16/2008

Handwritten notes: 6-30-08, 1/28/08, 1/28/08, 1/28/08

162943

Buyer Number 724150 Supervisor 40  
Bid/Sole Src Code  
Business Unit 8991930  
Internal Req Number 88991002  
Board Apr Date & Item 6/25/2008  
Requisition Date 6/25/2008  
Date Needed





**OFFICE OF THE PURCHASING AGENT  
COUNTY OF COOK**

118 NORTH CLARK ST. ROOM 1018  
CHICAGO, ILLINOIS 60602-1375  
(312) 603-5370

THIS PURCHASE ORDER NUMBER  
MUST APPEAR ON ALL PACKAGES,  
INVOICES, SHIPPING PAPERS AND  
DROP SHIPMENTS.

PURCHASE ORDERED ISSUED TO  
785415

Barnes & Thornburg LLP  
One N Wacker Dr Ste 4400  
Chicago IL 60606-2833

DATE  
7/3/2008  
F.O.B. POINT

PURCHASE ORDER NO.  
**162944 - 000- OP**  
REQUISITION NO.  
00080149 OR

COOK COUNTY FEIN: 36-6006541  
ILLINOIS SALES TAX EXEMPT: E-9998-2013-04  
FEDERAL EXCISE TAX EXEMPT CERT: 36-75-D038K

**SHIP TO** Office of the President  
Cook County Building  
118 N. Clark Street RM 537  
Chicago IL 60602-1304

**DELIVERY INSTRUCTIONS**

J.M. FRATTO CHIEF OF STAFF 6400  
COPY N. HART 6842

DEPT NO

8991930

Page 1 of 1

LINE	FURNISH THE FOLLOWING SUPPLIES AND/OR SERVICE	QUANTITY/ UOM	UNIT PRICE	EXTENDED PRICE	ACCOUNT NUMBER
1.00	CONSULTING SERVICES REF. OMP-08-41-2200 THIS AGREEMENT COMMENCED ON APRIL 15, 2008 AND WILL TERMINATE ON OR BEFORE DECEMBER 31, 2008	.00 LO	.0000	75,000.00	8991930.520835
***** Total Order *****				75,000.00	

NOTE: VENDOR AGREES NOT TO EXCEED THE QUANTITY OR DOLLAR AMOUNT OF THIS ORDER WITHOUT WRITTEN AUTHORIZATION FROM THE PURCHASING AGENT

**RECEIPT CERTIFICATION (FOR DEPARTMENT USE ONLY)**

I hereby certify that I have received the goods/services reflected above and that the  
items referenced are in full conformity with the purchase order/contract.

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

I hereby certify that this purchase is in agreement with the requisition  
on file authorizing the expenditure and is properly approved.

**PURCHASING AGENT**

Date: \_\_\_\_\_

*Carla Cole* 7-3-08



**OFFICE OF THE PURCHASING AGENT  
COUNTY OF COOK**

118 NORTH CLARK ST. ROOM 1018  
CHICAGO, ILLINOIS 60602-1375  
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DATE  
7/3/2008  
F.O.B. POINT

PURCHASE ORDER NO.  
**162943 - 000- OP**  
REQUISITION NO.  
00080147 OR

COOK COUNTY FEIN: 36-6006541  
ILLINOIS SALES TAX EXEMPT: E-9998-2013-04  
FEDERAL EXCISE TAX EXEMPT CERT: 36-75-D038K

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J.M. FRATTO CHIEF OF STAFF6400  
COPY N. HART 6842

DEPT NO

8991930

Page 1 of 1

LINE	FURNISH THE FOLLOWING SUPPLIES AND/OR SERVICE	QUANTITY/ UOM	UNIT PRICE	EXTENDED PRICE	ACCOUNT NUMBER
1.00	CONSULTING SERVICES COMMENCED ON JANUARY 1, 2008 AND TERMINATED ON OR BEFORE MARCH 31, 2008 FOR PAYMENT ONLY INV#'S DATED 1130054 1-17-08 1136759 2-18-08 1144078 3-18-08 SERVICES RENDERED DO NOT DUPLICATE	.00 LO	.0000	24,999.00	8991930.520835
***** Total Order *****				24,999.00	

NOTE: VENDOR AGREES NOT TO EXCEED THE QUANTITY OR DOLLAR AMOUNT OF THIS ORDER WITHOUT WRITTEN AUTHORIZATION FROM THE PURCHASING AGENT

**RECEIPT CERTIFICATION (FOR DEPARTMENT USE ONLY)**

I hereby certify that I have received the goods/services reflected above and that the  
items referenced are in full conformity with the purchase order/contract.

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

I hereby certify that this purchase is in agreement with the requisition  
on file authorizing the expenditure and is properly approved.

PURCHASING AGENT

Date: \_\_\_\_\_

*[Signature]* 7-3-08